Held, that the plaintiff cannot recover. *Jones* v. *Zoölogical Society of Philadelphia*, 71 Leg. Intell. 757 (Com. Pleas, Phila. Co., Pa.).

The court apparently considered the wild Asiatic ass not inherently dangerous. It would probably be held otherwise in most jurisdictions, for the animal closely resembles the zebra, which is treated as dangerous. *Marlor* v. *Ball*, 16 T. L. R. 239. See 2 NEW INTERNAT. ENCYC. 111. *Scienter* or negligence would then be unnecessary. Some of the authorities suggest, however, that in any case the defendant's only duty is to keep the animal "secure." See *Marlor* v. *Ball*, *supra*, 240. But the generally accepted view is that the owner is bound at peril to keep it from doing injury. See *Vredenburg* v. *Behan*, 33 La. Ann. 627; SALMOND, TORTS, 3 ed., § 126. This agrees with the common expressions that the "gist of the action" or the "negligence" consists in keeping the animal with notice, actual or presumed, of his vice. See *Lynch* v. *McNally*, 73 N. Y. 347; *Marble* v. *Ross*, 124 Mass. 44; *Smith* v. *Pelah*, 2 Str. 1264; *Hammond* v. *Melton*, 42 Ill. App. 186. It is further illustrated by the rule that a good declaration need allege only keeping, vice, injury, and, in a proper case, *scienter*. *May* v. *Burdett*, 9 Q. B. 101; *Brooks* v. *Taylor*, 65 Mich. 208, 31 N. W. 837. And the fact that recovery has been had repeatedly where the animal was chained or caged seems conclusive against the contention that the defendant in the principal case had performed its full duty. *Besozzi* v. *Harris*, 1 F. & F. 92; *Laverone* v. *Mangianti*, 41 Cal. 138; *Wyatt* v. *Rosherville Gardens Co.*, 2 T. L. R. 282; *Sarch* v. *Blackburn*, 4 C. & P. 297. Very often, in such cases, the plaintiff will lose because of his own fault in causing the injury. *Marlor* v. *Ball*, *supra*. But the plaintiff here was too young to be responsible for bringing the injury on herself. *Meibus* v. *Dodge*, 38 Wis. 300; *Plumley* v. *Birge*, 124 Mass. 57; *Linck* v. *Scheffel*, 32 Ill. App. 17. And the negligence of the grandfather should not prevent recovery by the child even on the theory of imputed negligence, unless the grandfather may be said to be the agent of the parent, the real beneficiary. See 23 HARV. L. REV. 299.

BANKRUPTCY — FRAUDULENT CONVEYANCES — INSURANCE ON PROPERTY FRAUDULENTLY CONVEYED. — The bankrupt conveyed property without consideration to the defendant, for the purpose of defrauding creditors. The defendant effected insurance on the property, and on the destruction of the property after bankruptcy proceedings had begun, collected the proceeds, which the trustee now claims. *Held*, that the trustee cannot recover. *Trenholm* v. *Klinker*, 66 So. 738 (Miss.).

Insurance is not a substitute for the property insured, but the product of a contract of indemnity. Accordingly when property fraudulently conveyed is destroyed, the insurance cannot be recovered by the trustee in bankruptcy as an altered form of the property. *Bernheim* v. *Beers*, 56 Miss. 149. So if the grantee effects the insurance, the trustee is powerless. If, however, the bankrupt has paid the premiums, the insurance may be a fraudulent conveyance in itself, and the proceeds will then be recoverable by the trustee. *Lerow* v. *Wilmarth*, 9 Allen (Mass.) 382. See 26 HARV. L. REV. 362. In the principal case there is a hint of a secret trust for the grantor. In such a case, if the grantee insured for his undisclosed *cestui*, or if he purported to, and the *cestui* ratified, the *cestui*, or his trustee in bankruptcy, should of course be able to recover on principles of agency. *Lerow* v. *Wilmarth*, *supra*.

BANKRUPTCY — FRAUDULENT CONVEYANCES — VOLUNTARY SETTLEMENTS UNDER ENGLISH BANKRUPTCY STATUTE. — A bankrupt, within two years of bankruptcy, purchased a clock, and caused it to be affixed to a hotel of which his nephew was about to become lessee. In consideration of this being considered part of the freehold, the landlord agreed to reduce the agreed yearly rental for the nephew. *Held*, that the trustee cannot recover from the nephew. *In re Branson*, [1914] 3 K. B. 1086 (C. A.).